AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. C (ONTRACT ID CO	DDE	PAGE 1 OF 4	
2. AMENDMENT/MODIFICATION NO.	CATION NO. 3. EFFECTIVE DATE 4		REQUISITIO	N/PUR	CHASE REQ. NO.	5. PROJE	ECT NO. (If applicable)	
Amendment 0001	Febru	ary 14, 2008						
6. ISSUED BY CODE			7. ADMINISTERED BY (If other than Item 6) CODE					
Department of State American Embassy General Services Office Bogota D. C., Colombia			Same as Block No. 6					
	TRACTO	R (NO street city	county		9a. AMENDMENT	OF SOLIC	CITATION NO.	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, of State, and ZIP Code)					S-CO150-08-Q-0002			
				9b. DATED (SEE ITEM 11) January 31, 2008				
					10a. MODIFICATION OF CONTRACT/ORDER NO.			
				10b. DATED (SEE ITEM 13)				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS [X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers								
[] is extended, [X] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _1_ copies of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND APPROPRIATION DATA (If required)								
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.								
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)								
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:								
D. OTHER (Specify type of modification and authority)								
E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return <u>it+1</u> copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The above Solicitation is hereby amended, as follows: See Next Page								
Except as provided herein, all terms and conditions of the document referenced in Item 10, 15A. NAME AND TITLE OF SIGNER (Type or print)				10A, as heretofore changed, remain unchanged and in full force and effect. 16A. NAME OF CONTRACTING OFFICER				
1913. IAMIL AND TITLE OF SIGNER (Type or print)				Amy C. Furgason				
15B. NAME OF CONTRACTOR/OFFEROR 15C.DATE SIGNED		15C.DATE SIGNED			TES OF AMERICA		16C.DATE SIGNED	
BY (Signature of person authorized to sign,	,		BY (Si	gnature	of Contracting Officer	on	2/14/08	

SF-30

Amendment No. 0001 to Solicitation No. S-CO150-08-Q-0001

- 1. Section 1 The Schedule, Continuation to SF-1449, RFQ Number S-CO200-08-Q-0002, Prices, Block 23 and Continuation to SF-1449, RFQ Number S-CO200-08-R-0002 Schedule of Supplies/ Services, Block 20, Description/ Specifications/Work Statement, Items 1 and 2, are deleted in its entirety and replaced with the following: See attachment No. 1, twenty (20) pages.
- 2. Under Section 1 -The Schedule, Continuation to SF-1449, RFQ Number S-CO200-08-Q-0002, Prices, Block 23, we are adding the following clause:

652.216-71 Price Adjustment. (Aug. 1999)

- (a) The contract price may be increased or decreased in actual costs of direct service labor which result directly from laws enacted and effective during the term of this contract by the Colombian Government. Direct service labor costs include only the cost of wages and direct benefits (such as social security, health insurance, unemployment compensation insurance) paid to or incurred for the direct benefit of personnel performing services under one of the categories listed in Section 1 of this contract. Price adjustments will include only changes in direct service labor costs incurred in order to comply with the requirements of the law. No adjustment will be made under this clause with respect to labor costs of personnel not performing direct service labor under the categories of Section Section1 nor for overhead, profit, general and administrative (G&A) costs, taxes or any other costs whatsoever.
- (b) For the contracting officer to consider any request for adjustment, the contractor shall demonstrate in writing:
- (1) That the change in the law occurred during the term of this contract and subsequent to the award date of the contract; and,
- (2) That the change in the law could not have been reasonably anticipated prior to contract award; and,
- (3) How the change in the law directly affects the contractors costs under this contract.
- (c) The contractor shall present data that clearly supports any request for adjustment. This data shall be submitted no later than 30 calendar days after the changes in the law have been made public. This data shall include, but not be limited to, the following:
 - (1) The calculation of the amount of adjustment requested; and,
- (2) Documentation which identifies and provides the appropriate portions of the text of the particular law from which the request is derived.

- (d) In order to establish the change between the requested adjusted rate and the original rate, the contractor shall support the appropriate data and composition of the original rate and the requested adjusted rate. This shall include details regarding specific hourly rates paid to individual employees. For contracts paid in U.S. dollars, the contractors request for price adjustment shall present data reflecting:
- (1) The exchange rate in effect on the date of the contractors proposal that was accepted for the basic contract; and,
- (2) The current exchange rate and its effect on payment of workers in local currency.

The allowable adjustment shall be limited to the extent to which increases in direct service labor costs due to host country law changes are not offset by exchange rate gains.

- (e) Only direct cost changes mandated by enacted laws shall be considered for adjustment under this contract. Changes for purposes of maintaining parity of pay between employees at the minimum mandated levels and employees already paid at levels above the newly mandated minimums shall not be considered. Therefore, if the contractor elects to increase payments to employees who are already being paid at or above the mandated amounts, such increased costs shall be borne solely by the contractor and shall not be justification for an increase in the hourly and monthly rates under this contract.
- (f) Any request for adjustment shall be presented by signature of an officer or general partner of the contractor having overall responsibility for the conduct of the contractors affairs.
- (g) No adjustment shall be made to the contract price that relates to any indirect, overhead, or fixed costs, profit or fee. Only the changes in direct service labor wages (and any benefits based directly on wages) shall be considered by the U.S. Government as basis for contract price changes.
- (h) No request by the contractor for an adjustment under this clause shall be allowed if asserted after final payment has been made under this contract.
- (i) This clause shall only apply to laws enacted by the Colombian Government meeting the criterion set forth above in paragraph (b). No adjustments shall be made due to currency fluctuations in exchange rates.

3. Under Section 1 - Continuation to SF-1449, RFQ Number S-CO200-08-R-0002 Schedule of Supplies/ Services, Block 20, Description/ Specifications/ Work Statement: Item 5.0, Material and Equipment is deleted in its entirety and replaced with the following:

5.0. MATERIALS AND EQUIPMENT

The US Government shall provide all necessary janitorial supplies and equipment, including mops, brooms, dust rags, detergents, cleaners, etc. to perform the work identified in this contract, except for those described under Contractor Furnished Equipment, Page 36 of the solicitation.

4. Under SECTION 3 – SOLICITATION PROVISIONS, Clause <u>52.237-1 SITE VISIT</u> (APR 1984) is deleted in its entirety and replaced with the following:

Clause 52.237-1 SITE VISIT (APR 1984)

The site visit will be held on **February 14, 2008, @ 09:00 a.m.**, local time, at Carrera 45 No. 24B-27. Offerors/ quoters should contact Hernando Castillo, Phone: 57-1-383-2291, Fax: 57-1-383-2152, E-Mail: <u>CastilloEH@state.gov</u> for additional information or to arrange entry to the building.

5. Under Section 4: Evaluation Factors, we are adding the following:

In accordance with FAR 52.212-1 (h) multiple awards may be made. It is assumed, for the purpose of evaluating offers, that \$500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combinations of items that result in the lowest aggregate cost to the Government, including the assumed administrative costs.

- 6. Any question on this solicitation must be submitted in writing either via fax at 383-2152 or e-mail at <u>CastilloEH@state.gov</u> no later than February 22, 2008.
- 7. Except as provided herein, all other terms and conditions of the document referenced in Item 9A, as heretofore changed, remain unchanged and in full force and effect.